

### **REMARKS**

Reconsideration of the present application is respectfully requested. Claims 1-62 stand rejected. Claims 17 and 49-62 have been amended herein, and claims 33-48 have been cancelled. No new matter has been added. Reconsideration of the subject application is respectfully requested in view of the above amendments and the following remarks.

#### **Amendments to the Specification**

The Specification is amended herein to correct two typographical errors in paragraph [0021] of the subject application. No new matter is added by virtue of the present amendments to the Specification.

#### **Amendments to the Drawings**

FIG. 3 is amended herein according to the attached Replacement Sheet to add reference characters to the two protocol tables presented therein. Specifically, the reference numerals are added to FIG. 3 to identify the external protocol table 134 and the internal protocol table 136 discussed in the subject application. *See* Specification, ¶¶ 0021-0022. A marked-up copy of the amendments to FIG. 3 is not believed to be required because changes are only being made to reference characters. *See* MPEP § 608.02(v). No new matter is added by virtue of the present amendments to the drawings.

#### **Rejections based on 35 U.S.C. § 101**

Claims 33 and 44-46 were rejected under 35 U.S.C. § 101 for allegedly being directed to non-statutory subject matter. *See Office Action*, p. 2. Claims 33 and 44-46 have been cancelled herein. Therefore, the § 101 rejections of claims 33 and 44-46 are moot.

Claims 49-62 were rejected under § 101 for allegedly being directed to non-statutory subject

matter. *See Office Action*, p. 3. Independent claim 49 has been amended to recite, in part, “[o]ne or more tangible computer-readable media having computer-executable instructions embodied thereon, the computer-executable instructions being readable to execute a method for automatically negotiating a security protocol.” In *In re Beauregard*, the Federal Circuit stated that “[c]omputer programs embodied in a tangible medium are patentable subject matter under 35 U.S.C. § 101, and must be examined under 35 U.S.C. §§ 102 and 103.” 53 F.3d 1583, 1584, 35 U.S.P.Q.2d 1383 (Fed.Cir. 1995). Likewise, the computer instructions recited in claim 49, as amended herein, are embodied on one or more tangible computer-readable media. Therefore, it is respectfully submitted that independent claim 49 is directed to statutory subject matter and the § 101 rejection thereto should be withdrawn.

Claims 50-62 depend from independent claim 49. Each of claims 50-62 has been amended to recite, either directly or indirectly, the one or more computer-readable media of claim 49. Based at least in part on their dependency from claim 49, it is respectfully submitted that claims 50-62 are directed to statutory subject matter. Therefore, Applicant respectfully requests withdrawal of the § 101 rejections of claims 50-62.

**Rejections based on 35 U.S.C. § 102(b)**

“A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently, described in a single prior art reference.” *Verdeggal Brothers v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ 2d 1051, 1053 (Fed. Cir. 1987). “The identical invention must be shown in as complete detail as is contained in the . . . claim.” *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 2 USPQ 2d 1913, 1920 (Fed. Cir. 1989). *See also*, MPEP § 2131.

Claims 1, 4, 8-15, 17, 20, 24-31, 33, 36, 40-47, 49, 52, and 56-62 have been rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 5,828,893 to Wied et. al ("Wied"). Claims 33-48 have been cancelled by way of this amendment, thus rendering the § 102(b) rejections of claims 33, 36, and 40-47 moot. Moreover, Wied fails to describe, either expressly or inherently, each and every element as set forth in claims 1, 4, 8-15, 17, 20, 24-31, 33, 36, 40-47, 49, 52, and 56-62. Therefore, Applicant respectfully traverses this rejection, as hereinafter set forth.

Independent claim 1 is directed to a method for automatically negotiating a security protocol in which secure communications between an internal agent or node may be established with an external agent or node. The method of claim 1 comprises, in part, "***comparing a first protocol set associated with the internal node to a second protocol set*** associated with the external node." (emphasis added). These protocol sets are compared in order to determine whether both the external and internal nodes mutually support one or more protocols. *See Specification*, ¶ 0021-0022. Wied discloses a computer framework for establishing a connection between a trusted computer network and an untrusted computer network. *See Wied*, col. 1, lines 56-62. Contrary to claim 1, Wied does not disclose comparing multiple protocol sets. While Wied mentions several protocols (e.g., Telnet, FTP, and TCP/IP), it never discloses comparing them. Rather, Wied discusses using the Telenet protocol to remotely log-in to a computer across a network and using the FTP protocol to transfer files across a network. *See Id* at col. 4, lines 21-52. Therefore, Wied fails to describe the "comparing" feature of claim 1.

Moreover, the method of claim 1 also comprises, in part, "establishing a secure connection between the external node and the internal node ***when a matching protocol between the first protocol set and the second protocol set is found.***" (emphasis added). By way of contrast, Wied

discloses using multiple “application layer bridges” to establish a connection between a local computer on a trusted network and a remote computer on an untrusted network. *See Id* at col. 4, lines 3-25; FIG. 3; FIG. 4. The application layer bridge is a computer program run on a secure host computer. *See Id.* at col. 3, lines 55-56. As described in Wied, a request for a connection between the local and remote computers is forwarded to the application layer bridge, which validates the connection request by assuring the sender and receiver are authorized to make such a connection. *See Id.* at col. 4, lines 3-10. Once the request is validated, the application layer bridge locates a second application layer bridge on a second host computer to make the connection. *See Id.* col. 4, lines 10-12. The second application layer bridge then validates the connection request to ensure that the connection is authorized by the administrator of the second host computer. *See Id.* at col. 4, lines 14-17. Once this second validation is complete, the second host computer establishes a connection between the local and remote computers. *See Id.* at col. 4, lines 17-25. Thus, Wied establishes a connection link based on multiple validations performed by various host computers. To the contrary, claim 1 establishes a secure connection between multiple nodes when “a matching protocol between the first protocol set and the second protocol set is found.” Wied does not rely on matching protocols to establish such a connection.

For at least the previously stated reasons, Wied fails to describe, either expressly or inherently, each and every element of claim 1. Accordingly, it is respectfully submitted that Wied does not anticipate claim 1 and withdrawal of the § 102(b) rejection of claim 1 is requested.

Claim 17 has not been amended to distinguish over Wied. Rather, claim 17 has been amended to clarify the subject matter of at least one embodiment of the invention described in the present application. Furthermore, claim 17, as amended herein, recites a system for automatically

negotiating a security protocol. The system of claim 17 comprises, in part, a negotiation engine configured to receive a security authorization request to establish a secure connection between an internal node and an external node that is external to a security-enabled domain. The negotiation engine: (1) compares a first protocol set associated with the internal node with a second protocol set associated with the external node and (2) “establishes a secure connection between the external node and the internal node *when a matching protocol between the first protocol set and the second protocol set is found.*” (emphasis added).

Wied does not discuss a like negotiation engine. Instead, Wied describes using multiple application layer bridges (i.e., programs running on host computers) to establish a connection between a local computer and a remote computer. *See Id.* at col. 4, lines 3-25. As previously stated, these application layer bridges only establish connections when a request for the connection is validated by each application layer bridge. *See Id.* By way of contrast, the negotiation engine recited in claim 17, as amended herein, establishes a connection between nodes when it finds matching protocols associated with those nodes. Because the connections created by Wied’s application layer bridges are not made based on matching protocols, Wied does not describe, either expressly or inherently, each and every element of claim 17, as amended herein. Accordingly, it is respectfully submitted that Wied does not anticipate claim 17, and withdrawal of the § 102(b) rejection of claim 17 is requested.

Independent claim 49, as amended, is directed to one or more tangible computer-readable media with computer-executable instructions for automatically negotiating a security protocol in which secure communications between an internal agent or node may be established with an external agent or node. This method comprises, in part, “*comparing a first protocol set associated with the*

*internal node to a second protocol set* associated with the external node.” (emphasis added). The method also comprises “establishing a secure connection between the external node and the internal node *when a matching protocol between the first protocol set and the second protocol set is found.*” (emphasis added).

As previously stated, Wied fails to describe: (1) comparing multiple protocol sets or (2) establishing connections between nodes when matching protocols are found. Therefore, Wied fails to describe, either expressly or inherently, each and every element of claim 49. Accordingly, it is respectfully submitted that Wied does not anticipate claim 49 and withdrawal of the § 102(b) rejection of claim 49 is requested.

Dependent claims 4, 8-15, 20, 24-31, 52, and 56-62 depend, either directly or indirectly, from one of independent claim 1, 17, or 49. Accordingly, it is respectfully submitted that Wied does not anticipate these claims based, at least, on their dependency from one of claims 1, 17, or 49.

**Rejections based on 35 U.S.C. § 103(a)**

Claims 2, 3, 5-7, 16, 18-19, 21-23, 32, 34-35, 37-39, 48, 50-51, and 53-55 stand rejected under 35 U.S.C. § 103(a) for being obvious in view of the combination of Wied and U.S. Publication Number 2002/0157019 to Kadyk (“Kadyk”). Claims 34-35, 37-39, and 48 have been cancelled herein, rendering the § 103(a) rejections thereto moot. Because the Wied reference and the Kadyk reference, whether taken alone or in combination, fail to teach or suggest all of the limitations of each of claims 2, 3, 5-7, 16, 18-19, 21-23, 32, 50-51, and 53-55, Applicants respectfully traverse this rejection, as hereinafter set forth.

The basic requirements of a *prima facie* case of obviousness are summarized in MPEP §§

2143-2143.03. In order to establish a *prima facie* case of obviousness, three basic criteria must be met.

First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success [in combining the references]. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art and not based on applicant's disclosure. *In re Vaeck*, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991).

See MPEP §2143. “‘If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious.’ *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988).” MPEP § 2143.03.

Claims 2, 3, 5-7, 16, 18-19, 21-23, 32, 50-51, and 53-55 depend, either directly or indirectly, from one of independent claims 1, 17, or 49. As previously mentioned, the primary reference, Wied, fails to describe the following features of claims 1 and 49: (1) comparing a first protocol set with a second protocol set or (2) establishing a secure connection between two nodes when a matching protocol between a first protocol set and a second protocol set is found. With respect to claim 17, Wied fails to teach a negotiation engine that compares a first protocol set with a second protocol set, or a negotiation engine that establishes a secure connection between two nodes when a matching protocol between the first and second protocol sets is found. The Office Action does not assert that Kadyk teaches these claim features. Rather, the Office Action merely asserts that Kadyk discloses features of the dependent claims. See *Office Action*, p. 9-10. Therefore, the combination of Wied and Kadyk fails to teach or suggest every limitation of independent claims 1, 17, or 49. As a result, it is respectfully submitted that dependent claims 2, 3, 5-7, 16, 18-19, 21-23, 32, 50-51, and 53-55 are

allowable based in part on the dependency from one of claims 1, 17, or 49.

### **CONCLUSION**

For the foregoing reasons, claims 1-32 and 49-62 of the subject application are believed to be in condition for allowance. Such favorable action is respectfully requested. No fee is believed due in connection with this Amendment, but the Commissioner is hereby authorized to charge any additional amount required or to credit any overpayment to Deposit Account No. 21-0765.

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Respectfully submitted,

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Attachments (1)